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8 Attorneys for Plaintiff  
UNITED STATES OF AMERICA

9 UNITED STATES DISTRICT COURT

10 FOR THE CENTRAL DISTRICT OF CALIFORNIA

11 UNITED STATES OF AMERICA,

12 Plaintiff,

13 v.

14 ISMAEL RANGEL-ESPINOZA,

15 Defendant.  
16

No. CR 13-0608-JAK-11

PLEA AGREEMENT FOR DEFENDANT  
ISMAEL RANGEL-ESPINOZA

17  
18 1. This constitutes the plea agreement between ISMAEL RANGEL-  
19 ESPINOZA ("defendant") and the United States Attorney's Office for  
20 the Central District of California (the "USAO") in the above-  
21 captioned case. This agreement is limited to the USAO and cannot  
22 bind any other federal, state, local, or foreign prosecuting,  
23 enforcement, administrative, or regulatory authorities.

24 DEFENDANT'S OBLIGATIONS

25 2. Defendant agrees to:

26 a. At the earliest opportunity requested by the USAO and  
27 provided by the Court, appear and plead guilty to Count Two of the  
28 indictment in United States v. ISMAEL RANGEL-ESPINOZA, CR No. 13-

0608-JAK-13, which charges defendant with possession with intent to distribute at least 500 grams of a mixture and substance containing a detectable amount of methamphetamine in violation of 21 U.S.C. § 841(a)(1), (b)(1)(A)(viii), and aiding and abetting in violation of 18 U.S.C. § 2(a).

b. Not contest facts agreed to in this agreement.

c. Abide by all agreements regarding sentencing contained in this agreement.

d. Appear for all court appearances, surrender as ordered for service of sentence, obey all conditions of any bond, and obey any other ongoing court order in this matter.

e. Not commit any crime; however, offenses that would be excluded for sentencing purposes under United States Sentencing Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not within the scope of this agreement.

f. Be truthful at all times with the United States Probation and Pretrial Services Office and the Court.

g. Pay the applicable special assessment at or before the time of sentencing unless defendant has demonstrated a lack of ability to pay such assessments.

THE USAO'S OBLIGATIONS

3. The USAO agrees to:

a. Not contest facts agreed to in this agreement.

b. Abide by all agreements regarding sentencing contained in this agreement.

c. At the time of sentencing, move to dismiss the remaining count of the indictment as against defendant. Defendant agrees, however, that at the time of sentencing the Court may

1 consider any dismissed charges in determining the applicable  
2 Sentencing Guidelines range, the propriety and extent of any  
3 departure from that range, and the sentence to be imposed.

4 d. At the time of sentencing, provided that defendant  
5 demonstrates an acceptance of responsibility for the offense up to  
6 and including the time of sentencing, recommend a two-level reduction  
7 in the applicable Sentencing Guidelines offense level, pursuant to  
8 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an  
9 additional one-level reduction if available under that section.

10 e. Recommend that defendant be sentenced to a term of  
11 imprisonment no higher than the low end of the applicable Sentencing  
12 Guidelines range, provided that the offense level used by the Court  
13 to determine that range is 29 or higher. For purposes of this  
14 agreement, the low end of the Sentencing Guidelines range is that  
15 defined by the Sentencing Table in U.S.S.G. Chapter 5, Part A.

16 NATURE OF THE OFFENSE

17 f. Defendant understands that for defendant to be guilty  
18 of the crime charged in Count Two, that is, possession with intent to  
19 distribute methamphetamine in violation of 21 U.S.C. § 841(a)(1),  
20 (b)(1)(A)(viii), the following must be true:

21 (1) Defendant knowingly possessed methamphetamine; and

22 (2) Defendant possessed it with the intent to distribute  
23 it to another person.

24 4. Defendant understands that for defendant to be subject to  
25 the statutory maximum and statutory minimum sentences set forth  
26 below, the government must prove beyond a reasonable doubt that  
27 defendant possessed with intent to distribute at least 500 grams of a  
28 mixture or substance containing a detectable amount of

1 methamphetamine. Defendant admits that defendant, in fact, possessed  
2 with intent to distribute at least 500 grams of a mixture or  
3 substance containing a detectable amount of methamphetamine, as  
4 alleged in Count Two of the indictment.

5 PENALTIES

6 5. Defendant understands that the statutory maximum sentence  
7 that the Court can impose for a violation of Title 21, United States  
8 Code, Section 841 (a) (1), (b) (1) (A) (viii), is: a lifetime term of  
9 years imprisonment; a fine of \$10,000,000 or twice the gross gain or  
10 gross loss resulting from the offense, whichever is greatest; and a  
11 mandatory special assessment of \$100.

12 6. Defendant understands that, absent a determination by the  
13 Court that defendant's case satisfies the criteria set forth in 18  
14 U.S.C. § 3553(f) and U.S.S.G. § 5C1.2, the statutory mandatory  
15 minimum sentence that the Court must impose for a violation of Title  
16 21, United States Code, Section 841(a) (1), (b) (A) (viii) is: 10 years'  
17 imprisonment, followed by a five-year period of supervised release,  
18 and a mandatory special assessment of \$100.

19 7. Defendant understands that supervised release is a period  
20 of time following imprisonment during which defendant will be subject  
21 to various restrictions and requirements. Defendant understands that  
22 if defendant violates one or more of the conditions of any supervised  
23 release imposed, defendant may be returned to prison for all or part  
24 of the term of supervised release authorized by statute for the  
25 offense that resulted in the term of supervised release, which could  
26 result in defendant serving a total term of imprisonment greater than  
27 the statutory maximum stated above.

1           8. Defendant understands that under 21 U.S.C. § 862a,  
2 defendant will not be eligible for assistance under state programs  
3 funded under the Social Security Act or Federal Food Stamp Act or for  
4 federal food stamp program benefits, and that any such benefits or  
5 assistance received by defendant's family members will be reduced to  
6 reflect defendant's ineligibility.

7           9. Defendant understands that, by pleading guilty, defendant  
8 may be giving up valuable government benefits and valuable civic  
9 rights, such as the right to vote, the right to possess a firearm,  
10 the right to hold office, and the right to serve on a jury. Defendant  
11 understands that he is pleading guilty to a felony and that it is a  
12 federal crime for a convicted felon to possess a firearm or  
13 ammunition. Defendant understands that the conviction in this case  
14 may also subject defendant to various other collateral consequences,  
15 including but not limited to revocation of probation, parole, or  
16 supervised release in another case and suspension or revocation of a  
17 professional license. Defendant understands that unanticipated  
18 collateral consequences will not serve as grounds to withdraw  
19 defendant's guilty plea.

20          10. Defendant and his counsel have discussed the fact that, and  
21 defendant understands that, if defendant is not a United States  
22 citizen, the conviction in this case makes it practically inevitable  
23 and a virtual certainty that defendant will be removed or deported  
24 from the United States. Defendant may also be denied United States  
25 citizenship and admission to the United States in the future.  
26 Defendant understands that while there may be arguments that  
27 defendant can raise in immigration proceedings to avoid or delay  
28 removal, removal is presumptively mandatory and a virtual certainty

1 in this case. Defendant further understands that removal and  
2 immigration consequences are the subject of a separate proceeding and  
3 that no one, including his attorney or the Court, can predict to an  
4 absolute certainty the effect of his conviction on his immigration  
5 status. Defendant nevertheless affirms that he wants to plead guilty  
6 regardless of any immigration consequences that his plea may entail,  
7 even if the consequence is automatic removal from the United States.

8 FACTUAL BASIS

9 11. Defendant admits that defendant is, in fact, guilty of the  
10 offense to which defendant is agreeing to plead guilty. Defendant  
11 and the USAO agree to the statement of facts provided below and agree  
12 that this statement of facts is sufficient to support a plea of  
13 guilty to the charge described in this agreement and to establish the  
14 Sentencing Guidelines factors set forth in paragraph 14 below but is  
15 not meant to be a complete recitation of all facts relevant to the  
16 underlying criminal conduct or all facts known to either party that  
17 relate to that conduct.

18 On or about November 17, 2011, Los Angeles County Sheriff  
19 detectives ("LASO") observed co-defendant 1 load PVC pipes into the  
20 back of a Chevy pickup truck ("Chevy") parked at a truck yard on  
21 Frontage Road East in Southgate California, in Los Angeles County, in  
22 the Central District of California (the "South Gate Truck Yard").  
23 Defendant and co-defendant 2 then drove the Chevy out of the South  
24 Gate Truck Yard to 11644 Bellflower Blvd., Apartment A in Downey, CA  
25 ("the apartment"). Defendant and co-defendant 2 then unloaded the  
26 pipes into the apartment's garage.

27 LASO executed a state search warrant at the apartment and found  
28 an operational methamphetamine lab in the apartment. Defendant and

1 co-defendant 2 were arrested at the scene. Defendant waived his  
2 Miranda rights in writing and admitted that the PVC pipes were filled  
3 with methamphetamine. At the time he possessed the PVC pipes filled  
4 with methamphetamine, defendant intended to distribute, or aid and  
5 abet in the distribution, of the methamphetamine. DEA laboratory  
6 tests established that the pipes contained a net weight of 37,100  
7 grams of a mixture or substance containing a detectable amount of  
8 methamphetamine.

9 SENTENCING FACTORS

10 12. Defendant understands that in determining defendant's  
11 sentence the Court is required to calculate the applicable Sentencing  
12 Guidelines range and to consider that range, possible departures  
13 under the Sentencing Guidelines, and the other sentencing factors set  
14 forth in 18 U.S.C. § 3553(a). Defendant understands that the  
15 Sentencing Guidelines are advisory only, that defendant cannot have  
16 any expectation of receiving a sentence within the calculated  
17 Sentencing Guidelines range, and that after considering the  
18 Sentencing Guidelines and the other § 3553(a) factors, the Court will  
19 be free to exercise its discretion to impose any sentence it finds  
20 appropriate up to the maximum set by statute for the crime of  
21 conviction.

22 13. Defendant and the USAO agree to the following applicable  
23 Sentencing Guidelines factors:

24 Base Offense Level: 36 [U.S.S.G. §2D1.1(c)(2)]

25 Minor Role Adjustment: -2 [U.S.S.G. § 3B1.2(b)]

26 14. Defendant and the USAO reserve the right to argue that  
27 additional specific offense characteristics, adjustments, and  
28 departures under the Sentencing Guidelines are appropriate.

1 Defendant understands that defendant's offense level could be  
2 increased if defendant is a career offender under U.S.S.G. §§ 4B1.1  
3 and 4B1.2. If defendant's offense level is so altered, defendant and  
4 the USAO will not be bound by the agreement to Sentencing Guideline  
5 factors set forth above.

6 15. Defendant and the USAO agree that:

7 a. Defendant did not use violence or credible threats of  
8 violence or possess a firearm or other dangerous weapon (or induce  
9 another participant to do so) in connection with the offense;

10 b. The offense did not result in death or serious bodily  
11 injury to any person; and

12 c. Defendant was not an organizer, leader, manager, or  
13 supervisor of others in the offense and was not engaged in a  
14 continuing criminal enterprise.

15 16. Defendant understands that there is no agreement as to  
16 defendant's criminal history or criminal history category.

17 17. Defendant and the USAO reserve the right to argue for a  
18 sentence outside the sentencing range established by the Sentencing  
19 Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1),  
20 (a)(2), (a)(3), (a)(6), and (a)(7).

21 WAIVER OF CONSTITUTIONAL RIGHTS

22 18. Defendant understands that by pleading guilty, defendant  
23 gives up the following rights:

24 a. The right to persist in a plea of not guilty.

25 b. The right to a speedy and public trial by jury.

26 c. The right to be represented by counsel -- and if  
27 necessary have the Court appoint counsel -- at trial. Defendant  
28 understands, however, that, defendant retains the right to be

1 represented by counsel -- and if necessary have the Court appoint  
2 counsel -- at every other stage of the proceeding.

3 d. The right to be presumed innocent and to have the  
4 burden of proof placed on the government to prove defendant guilty  
5 beyond a reasonable doubt.

6 e. The right to confront and cross-examine witnesses  
7 against defendant.

8 f. The right to testify and to present evidence in  
9 opposition to the charges, including the right to compel the  
10 attendance of witnesses to testify.

11 g. The right not to be compelled to testify, and, if  
12 defendant chose not to testify or present evidence, to have that  
13 choice not be used against defendant.

14 h. Any and all rights to pursue any affirmative defenses,  
15 Fourth Amendment or Fifth Amendment claims, and other pretrial  
16 motions that have been filed or could be filed.

17 WAIVER OF APPEAL OF CONVICTION

18 19. Defendant understands that, with the exception of an appeal  
19 based on a claim that defendant's guilty plea was involuntary, by  
20 pleading guilty defendant is waiving and giving up any right to  
21 appeal defendant's conviction on the offense to which defendant is  
22 pleading guilty. Defendant understands that this waiver includes,  
23 but is not limited to, arguments that the statute to which defendant  
24 is pleading guilty is unconstitutional, and any and all claims that  
25 the statement of facts provided herein is insufficient to support  
26 defendant's plea of guilty.

27 ///

1                    LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

2            20. Defendant agrees that, provided the Court imposes a total  
3 term of imprisonment on all counts of conviction of no more than 108  
4 months, defendant gives up the right to appeal all of the following:  
5 (a) the procedures and calculations used to determine and impose any  
6 portion of the sentence; (b) the term of imprisonment imposed by the  
7 Court; (c) the fine imposed by the Court, provided it is within the  
8 statutory maximum; (d) to the extent permitted by law, the  
9 constitutionality or legality of defendant's sentence, provided it is  
10 within the statutory maximum; (e) the term of probation or supervised  
11 release imposed by the Court, provided it is within the statutory  
12 maximum; and (f) any of the following conditions of probation or  
13 supervised release imposed by the Court: the conditions set forth in  
14 Amended General Order 20-04 of this Court; the drug testing  
15 conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d).

16            21. The USAO agrees that, provided (a) all portions of the  
17 sentence are at or below the statutory maximum specified above and  
18 (b) the Court imposes a term of imprisonment of no less than 87  
19 months, the USAO gives up its right to appeal any portion of the  
20 sentence.

21                    RESULT OF WITHDRAWAL OF GUILTY PLEA

22            22. Defendant agrees that if, after entering a guilty plea  
23 pursuant to this agreement, defendant seeks to withdraw and succeeds  
24 in withdrawing defendant's guilty plea on any basis other than a  
25 claim and finding that entry into this plea agreement was  
26 involuntary, then (a) the USAO will be relieved of all of its  
27 obligations under this agreement; and (b) should the USAO choose to  
28 pursue any charge that was either dismissed or not filed as a result

1 of this agreement, then (i) any applicable statute of limitations  
2 will be tolled between the date of defendant's signing of this  
3 agreement and the filing commencing any such action; and  
4 (ii) defendant waives and gives up all defenses based on the statute  
5 of limitations, any claim of pre-indictment delay, or any speedy  
6 trial claim with respect to any such action, except to the extent  
7 that such defenses existed as of the date of defendant's signing this  
8 agreement.

9 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

10 23. Defendant agrees that if the count of conviction is  
11 vacated, reversed, or set aside, both the USAO and defendant will be  
12 released from all their obligations under this agreement.

13 EFFECTIVE DATE OF AGREEMENT

14 24. This agreement is effective upon signature and execution of  
15 all required certifications by defendant, defendant's counsel, and an  
16 Assistant United States Attorney.

17 BREACH OF AGREEMENT

18 25. Defendant agrees that if defendant, at any time after the  
19 signature of this agreement and execution of all required  
20 certifications by defendant, defendant's counsel, and an Assistant  
21 United States Attorney, knowingly violates or fails to perform any of  
22 defendant's obligations under this agreement ("a breach"), the USAO  
23 may declare this agreement breached. All of defendant's obligations  
24 are material, a single breach of this agreement is sufficient for the  
25 USAO to declare a breach, and defendant shall not be deemed to have  
26 cured a breach without the express agreement of the USAO in writing.  
27 If the USAO declares this agreement breached, and the Court finds  
28 such a breach to have occurred, then: (a) if defendant has previously

1 entered a guilty plea pursuant to this agreement, defendant will not  
2 be able to withdraw the guilty plea, and (b) the USAO will be  
3 relieved of all its obligations under this agreement.

4 26. Following the Court's finding of a knowing breach of this  
5 agreement by defendant, should the USAO choose to pursue any charge  
6 that was either dismissed or not filed as a result of this agreement,  
7 then:

8 a. Defendant agrees that any applicable statute of  
9 limitations is tolled between the date of defendant's signing of this  
10 agreement and the filing commencing any such action.

11 b. Defendant waives and gives up all defenses based on  
12 the statute of limitations, any claim of pre-indictment delay, or any  
13 speedy trial claim with respect to any such action, except to the  
14 extent that such defenses existed as of the date of defendant's  
15 signing this agreement.

16 c. Defendant agrees that: (i) any statements made by  
17 defendant, under oath, at the guilty plea hearing (if such a hearing  
18 occurred prior to the breach); (ii) the agreed to factual basis  
19 statement in this agreement; and (iii) any evidence derived from such  
20 statements, shall be admissible against defendant in any such action  
21 against defendant, and defendant waives and gives up any claim under  
22 the United States Constitution, any statute, Rule 410 of the Federal  
23 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal  
24 Procedure, or any other federal rule, that the statements or any  
25 evidence derived from the statements should be suppressed or are  
26 inadmissible.

27 ///

1                    COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

2                    OFFICE NOT PARTIES

3            27. Defendant understands that the Court and the United States  
4 Probation and Pretrial Services Office are not parties to this  
5 agreement and need not accept any of the USAO's sentencing  
6 recommendations or the parties' agreements to facts or sentencing  
7 factors.

8            28. Defendant understands that both defendant and the USAO are  
9 free to: (a) supplement the facts by supplying relevant information  
10 to the United States Probation and Pretrial Services Office and the  
11 Court, (b) correct any and all factual misstatements relating to the  
12 Court's Sentencing Guidelines calculations and determination of  
13 sentence, and (c) argue on appeal and collateral review that the  
14 Court's Sentencing Guidelines calculations and the sentence it  
15 chooses to impose are not error, although each party agrees to  
16 maintain its view that the calculations in paragraph 14 are  
17 consistent with the facts of this case. While this paragraph permits  
18 both the USAO and defendant to submit full and complete factual  
19 information to the United States Probation and Pretrial Services  
20 Office and the Court, even if that factual information may be viewed  
21 as inconsistent with the facts agreed to in this agreement, this  
22 paragraph does not affect defendant's and the USAO's obligations not  
23 to contest the facts agreed to in this agreement.

24            29. Defendant understands that even if the Court ignores any  
25 sentencing recommendation, finds facts or reaches conclusions  
26 different from those agreed to, and/or imposes any sentence up to the  
27 maximum established by statute, defendant cannot, for that reason,  
28 withdraw defendant's guilty plea, and defendant will remain bound to

fulfill all defendant's obligations under this agreement. Defendant understands that no one -- not the prosecutor, defendant's attorney, or the Court -- can make a binding prediction or promise regarding the sentence defendant will receive, except that it will be within the statutory maximum.

NO ADDITIONAL AGREEMENTS

30. Defendant understands that, except as set forth herein, there are no promises, understandings, or agreements between the USAO and defendant or defendant's attorney, and that no additional promise, understanding, or agreement may be entered into unless in a writing signed by all parties or on the record in court.

PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

31. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.

AGREED AND ACCEPTED

UNITED STATES ATTORNEY'S OFFICE  
FOR THE CENTRAL DISTRICT OF  
CALIFORNIA

TRACY L. WILKISON  
Acting United States Attorney



5/12/21

ABIGAIL W. EVANS  
Assistant United States Attorney

Date

ISMAEL RANGEL-ESPINOZA  
Defendant

Date

ROBERT M. BERNSTEIN  
Attorney for Defendant  
ISMAEL RANGEL-ESPINOZA

Date

1 fulfill all defendant's obligations under this agreement. Defendant  
 2 understands that no one -- not the prosecutor, defendant's attorney,  
 3 or the Court -- can make a binding prediction or promise regarding  
 4 the sentence defendant will receive, except that it will be within  
 5 the statutory maximum.

6 NO ADDITIONAL AGREEMENTS

7 30. Defendant understands that, except as set forth herein,  
 8 there are no promises, understandings, or agreements between the USAO  
 9 and defendant or defendant's attorney, and that no additional  
 10 promise, understanding, or agreement may be entered into unless in a  
 11 writing signed by all parties or on the record in court.

12 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

13 31. The parties agree that this agreement will be considered  
 14 part of the record of defendant's guilty plea hearing as if the  
 15 entire agreement had been read into the record of the proceeding.

16 AGREED AND ACCEPTED

17 UNITED STATES ATTORNEY'S OFFICE  
 18 FOR THE CENTRAL DISTRICT OF  
 CALIFORNIA

19 TRACY L. WILKISON  
 20 Acting United States Attorney

21 ABIGAIL W. EVANS  
 22 Assistant United States Attorney

Date

23 Ismael ESPINOZA  
 24 ISMAEL RANGEL-ESPINOZA  
 Defendant

Date

25 Robert M. Bernstein  
 26 ROBERT M. BERNSTEIN  
 Attorney for Defendant  
 27 ISMAEL RANGEL-ESPINOZA

Date

CERTIFICATION OF DEFENDANT

This agreement has been read to me in Spanish, the language I understand best. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. No promises, inducements, or representations of any kind have been made to me other than those contained in this agreement. No one has threatened or forced me in any way to enter into this agreement. I am satisfied with the representation of my attorney in this matter, and I am pleading guilty because I am guilty of the charge and wish to take advantage of the promises set forth in this agreement, and not for any other reason.

ISMAEL ESPINOZA

ISMAEL RANGEL-ESPINOZA  
Defendant

5/7/2021

Date

CERTIFICATION OF INTERPRETER

I, Shannon Murphy am fluent in the written and spoken English and Spanish languages. I accurately translated this entire agreement from English into Spanish to defendant ISMAEL RANGEL-ESPINOZA on this date.

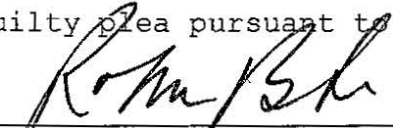
Shannon Murphy  
INTERPRETER

5/7/21

Date

1                                    CERTIFICATION OF DEFENDANT'S ATTORNEY

2            I am ISMAEL RANGEL-ESPINOZA's attorney. I have carefully and  
3 thoroughly discussed every part of this agreement with my client.  
4 Further, I have fully advised my client of his rights, of possible  
5 pretrial motions that might be filed, of possible defenses that might  
6 be asserted either prior to or at trial, of the sentencing factors  
7 set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines  
8 provisions, and of the consequences of entering into this agreement.  
9 To my knowledge: no promises, inducements, or representations of any  
10 kind have been made to my client other than those contained in this  
11 agreement; no one has threatened or forced my client in any way to  
12 enter into this agreement; my client's decision to enter into this  
13 agreement is an informed and voluntary one; and the factual basis set  
14 forth in this agreement is sufficient to support my client's entry of  
15 a guilty plea pursuant to this agreement.

16   
17 ROBERT M. BERNSTEIN  
18 Attorney for Defendant  
ISMAEL RANGEL-ESPINOZA

5/7/2021  
Date